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11 **Attorneys for Plaintiff:**
12 **350 S. Los Angeles Street Partnership, L.P.**

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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

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18 350 S. LOS ANGELES STREET
19 PARTNERSHIP, L.P., a California
20 limited partnership,

21 Plaintiff,

22 v.

23 NATIONWIDE MUTUAL
24 INSURANCE COMPANY, an Ohio
corporation; and DOES 1 through 20,
inclusive,

25 Defendants.

26 Case No.: 2:23-cv-07284-HDV-AGR^x

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28 **DECLARATION OF FRED NATAN IN
SUPPORT OF PLAINTIFF 350 S. LOS
ANGELES STREET PARTNERSHIP,
L.P.'S TO OPPOSITION TO
DEFENDANT NATIONWIDE MUTUAL
INSURANCE COMPANY'S MOTION
FOR SUMMARY JUDGMENT**

29 Date: June 27, 2024

30 Time: 10:00 a.m.

31 Crtrm: 5B

32 Judge: Hon. Hernan D. Vera

33 Action Filed: June 26, 2023

34 Action Removed: September 1, 2023

35 Trial Date: August 20, 2024

DECLARATION OF FRED NATAN

2 I, Fred Natan, declare as follows:

3 1. I have personal knowledge of the matters stated herein and if called as a
4 witness I could and would testify thereto.

5 2. Plaintiff 350 S. Los Angeles Street Partnership, L.P. ("Plaintiff") is in the
6 business of real estate and property management, including the leasing of commercial
7 property to various tenants.

8 3. I am employed as the property manager for Plaintiff. I report to Saeed
9 Farkhondephour, the manager of Plaintiff. My job duties include communicating with
10 Plaintiff's tenants of, and collecting rents for, the property commonly known as 350 S.
11 Los Angeles Street, Los Angeles, California 90013 (the "Property"). My job duties also
12 include keeping and managing files for Plaintiff's tenants, which includes the lease
13 agreements.

14 4. As of January 2022, Plaintiff had written lease agreements with its three
15 relevant tenants of the Property's units 212, 212A and 212B. Plaintiff leased unit 212 to
16 The Nuts LLC, leased unit 212A to Jashua Allen Stork, and leased unit 212B to
17 Millenium Maters, Inc. ("Millenium"). Plaintiff keeps copies of its tenants' lease
18 agreements in the regular course of Plaintiff's business. Each of these tenants operated
19 retail shops at the Property.

20 5. The leases of The Nuts LLC and Jashua Allen Stork were for specific
21 periods. The Nuts LLC's lease was for the period November 15, 2021 through November
22 14, 2022. Jashua Allen Stork had been a tenant of Plaintiff since about March 2019, and
23 his most recent lease with Plaintiff was for the period January 1, 2022 through December
24 31, 2022.

25 6. Millenium had been a tenant of Plaintiff since about before 2010. In 2010,
26 Millenium signed a lease agreement with Plaintiff. At that time, Millenium's lease was
27 for the period starting April 2010 through April 14, 2013. Millenium and Plaintiff
28 subsequently entered into several lease addendums that extended Millenium's lease

1 periods. The last addendum extended Millenium's lease to the period ending April 14,
2 2017. No further leases or addendums were entered into between Plaintiff and Millenium.
3 Rather, following April 14, 2017, Millenium was on a "month-to-month" tenancy with
4 Plaintiff.

5 7. Each of these tenants' lease agreements contained an identical section 9.4
6 titled "Abatement of Rent." That section states that "[n]otwithstanding the partial or total
7 destruction of the Premises and any part thereof....there shall be no abatement of rent or
8 of any other obligation of Lessee hereunder by reason of such damage or destruction
9 unless the Lease is terminated by virtue of any other provision of this Lease."

10 8. On January 28, 2022, a fire occurred at the Property which severely damaged
11 the Property's units 212, 212A, and 212B. After the fire occurred, I went to the Property
12 to see and assess the damages. True and correct photos of the Property that I took shortly
13 after the fire are attached hereto as **Exhibit "1"** and are incorporated herein by this
14 reference.

15 9. Shortly after the fire, I went to the Property and met separately in-person
16 with Jashua Allen Stork and Mr. David Mehrabi, the owner of Millenium. During these
17 meetings, I demanded to both tenants, Jashua Allen Stork and Mr. Mehrabi, that they
18 continue to pay Plaintiff rent. Both of these tenants responded that they would not pay
19 rent. When I demanded that Mr. Stork continue paying rent, he laughed at me and stated
20 "are you joking?", and stated that he would not pay rent following the fire. When I
21 demanded that Millenium continue paying rent, Mr. Mehrabi said he would not do so,
22 and even stated that Plaintiff was responsible for the fire and that Plaintiff should pay him
23 damages for his losses to his business. Both Mr. Stork and Mr. Mehrabi expressed to me
24 during our meetings that they were small businesses and could not afford to pay rent when
25 they would not be in business due to the fire loss.

26 10. Additionally, shortly after the fire, I called Mr. Cohen, owner of The Nuts
27 LLC, and spoke with him by phone. During the call, I demanded that The Nuts continue
28 to pay rent to Plaintiff, and reminded him that The Nuts LLC's lease agreement did not

1 allow for abatement of rent. However, Mr. said that he could not afford to pay rent since
2 he could not operate his business at the Property. In fact, Mr. Cohen demanded that
3 Plaintiff return his security deposit (which Plaintiff did not do). Ultimately, Mr. Cohen
4 stated that he would not pay rent and that The Nuts LLC would vacate its rental unit.

5 11. Within about two-to-three weeks after the fire, each of the tenants, The Nuts
6 LLC, Jashua Allen Stork, and Millenium, had removed their remaining properties from
7 the Property and vacated their rental units. Since the fire loss, none of these tenants have
8 paid any rent to Plaintiff.

9 12. At the time of the fire loss, Millenium was about three months in arrears on
10 its rent. However, Millenium was a long-time tenant of Plaintiff who, although paid rent
11 late on occasion, would ultimately always become current on its rent. Shortly before the
12 fire loss occurred, Mr. Mehrabi had told me that Millenium would pay its rent. Therefore,
13 I held off on instituting eviction proceedings against Millenium because I expected that
14 Millenium would become current on its rent before the fire loss occurred.

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16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed this 9th day of May 2024, at Los Angeles, California.

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Fred Natan

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EXHIBIT 1

EXHIBIT 1









